IN THE HIGH COURT OF PUNJAB AND HARYANA AT CHANDIGARH.

C.R. No. 2469 of 1999
Date of Decision:11.10.2006

Kartar Singh.

..... Petitioner.

Versus

Mukha Singh (since deceased) through L.R.-Tarlochan Singh.

..... Respondent.

CORAM: Hon'ble Mr.Justice Mahesh Grover

....

Present: Shri K.S.Sidhu, Advocate for the petitioner.
Shri Amit Jain, Advocate for the respondent.

....

Mahesh Grover,J.

The petitioner has assailed the order dated 20.3.1999 of the Appellate Authority, Ludhiana, which was passed on the strength of a compromise effected between the parties.

Briefly stated the facts are that the petitioner, who is a tenant under the respondent-landlord on a part of the premises in question at the rent rate of Rs.30/- per month, faced eviction proceedings initiated by the latter under Section 13 of the East Punjab Urban Rent Restriction Act,1949 (for short, `the Act') on the ground that the building has been materially

impaired by him. Rent Controller, Khanna accepted the petition filed by the respondent vide his order dated 5.10.1995 and directed the petitioner to vacate the demised premises within one month from that date.

In appeal, the petitioner agreed to vacate the premises subject to the condition that the respondent paid him Rs.7000/- within two months. The joint statement of the petitioner and the legal representative of the landlord was recorded by the Appellate Authority on 20.3.1999 which is to the following effect:-

> "We have compromised. The appeal be dismissed on the condition that Rs.7000/- will be paid by the respondent to the appellant within two months and the premises will be vacated within two months. On payment of this amount, the premises will be vacated. If amount is not paid premises will not be vacated and if amount is paid and premises is not vacated the same can be got vacated by execution of ejectment order passed and the appellant will also be liable to pay rent @ at the admitted rate from the date it is due till the date of vacation."

Pursuant to the above statement, the impugned order was passed by the Appellate Authority, which is reproduced below:-

> "As per the statement of the parties, appeal is dismissed. The statement of the parties have been recorded separately according to which Rs.7000/- will be paid by landlord to tenant within 2 months and premises will be vacated on that payment. Otherwise the premises will be got vacated on the strength of ejectment order already passed and tenant will be liable to pay rent at the admitted rate due at that time. Lower court file be

returned. File of this court be consigned."

As informed by Shri Amit Jain, learned counsel for the respondent, the amount of Rs.7000/- was deposited by the respondent within the requisite time, but the petitioner refused to vacate the demised premises and filed the present petition while resiling from his statement.

Shri K.S.Sidhu,learned counsel for the petitioner contended that the petitioner is a poor person and he was misled in making the statement on the basis of which the impugned order was passed. He further contended that it was not in accordance with the statement made by the petitioner and, therefore, the same may be quashed and the case may be remanded back to the Appellate Authority for fresh decision. In support of his contention, he placed reliance on the judgment of the Supreme Court reported as (1978) 1 S.C.C. 58 – Smt.Nai Bahu Versus Lala Ramnarayan and others , wherein it was observed as under:-

> "It is well-settled that where the Rent Control and Restrictions Acts are in operation, a landlord cannot obtain eviction of the tenant unless he can satisfy the requirements of the provisions in those Acts. The general law of landlord and tenant to that extent will give way to the special Act in that behalf. It is also well settled that if the Court does not find the permissible grounds for eviction disclosed in the pleadings and other materials on the record, no consent or compromise will give jurisdiction to the Court to pass a valid decree of eviction."

Learned counsel for the respondent, on the other hand, contended that there was no infirmity in the impugned order and once having entered into compromise, the petitioner cannot be permitted to resile

from the same.

I have thoughtfully considered the respective submissions and have gone through the record.

The contention of Shri Sidhu that the order of the Appellate Authority is not in conformity with the statement made by the petitioner is immaterial as he has not disputed the statement made by him. Even as per the statement of the petitioner, the ejectment order was accepted by him. The only stipulation was that in case the amount of Rs.7000/- was not deposited, the respondent could seek his eviction on the basis of the ejectment order. The payment of the aforesaid amount was only a pre-condition for his vacating the premises voluntarily.

In my considered opinion, the petitioner cannot be permitted to resile from his statement made before the Appellate Authority. Great sanctity has to be accorded to the statements made by the litigating parties before the Court and it is the duty of the Courts to ensure that such statements and compromises are given effect to. In the judgment reported as AIR 2001 S.C. 2790 -Salkia Businessmen's Association and others Versus Howrah Municipal Corporation and others, the Supreme Court has held that the compromises effected in the Courts are to be given due effect as there is a great sanctity accorded to the Court proceedings. Some of the observations made by their Lordships in that judgment are produced below:-

> "The memorandum and terms of the compromise in this case became part of the orders of the High Court itself when the writ petition was finally disposed of in terms of the compromise reached between the parties notwithstanding that there was no verbatim reproduction of the same in the order.

> While so, it is beyond one's comprehension as to how any violation of terms of compromise could have been viewed by the Court as a matter of mere contract between parties and under that pretext absolve itself of the responsibility to enforce it, except by doing violence to the terms thereof in letter and spirit. If Courts are not to honour and implement their own orders, and encourage party litigants – be they public authorities, to invent methods of their own to short circuit and give a go-bye to the obligations and liabilities incurred by them under orders of the Court – the rule of law will certainly become a casualty in the process – a costly consequence to be jealously averted by all and at any rate by highest Courts in States in the Country.", the Supreme Court has held that the compromises effected in the Courts are to be given due effect as there is great sanctity accorded to the Court proceedings."

That apart, the observations of the Apex Court on which reliance has been placed by Shri Sidhu do not enhance the case of the petitioner. In that case, their Lordships had observed that the landlord cannot obtain eviction of the tenant unless he satisfies the requirement of the provisions of the Rent Control and Restriction Act and compromise in the absence of such requirement having been satisfied cannot result in passing of valid decree of eviction, but in the instant case, the respondent had discharged his obligation by resorting to the filing of application under Section 13 of the Act which was answered in his favour. It was in appeal that the petitioner chose to abandon his rights and compromised the matter. There is, thus, no infirmity in the impugned order which has been validly

passed by the Appellate Authority on the basis of the statement suffered by the petitioner himself and the same was duly honoured by the respondent when he deposited an amount of Rs.7000/- within the stipulated period.

On the basis of the above discussion, it is held that the petition is devoid of any merit and, therefore, the same is dismissed. The petitioner is directed to vacate the premises in question within one month from today.

October 11,2006 (Mahesh Grover)
"SCM" Judge